

Judge Hellerstein

COPY

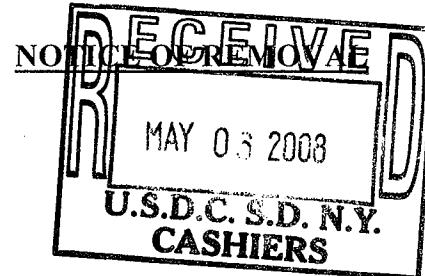
UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK-----  
AGF BELGIUM INSURANCE, N.V., for  
itself and other insurers as  
subrogees of OPTION WIRELESS, LTD.,X  
'08 CV 4270

Plaintiffs,

-against-

KATT WORLDWIDE LOGISTICS, INC. and  
AMERICAN AIRLINES, INC.,

Defendants.



----- X

**TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Defendant American Airlines, Inc. ("American") hereby files this Notice of Removal of the above-captioned matter from the Supreme Court of the State of New York, County of New York, Index No. 104795/08 to the United States District Court for the Southern District of New York. In support of the removal, American respectfully states:

1. On or about April 14, 2008, AGF Belgium Insurance, N.V., for itself and other insurers as subrogees of Option Wireless, Ltd. (collectively "plaintiffs") served a Summons and Complaint on, *inter alia*, American alleging that plaintiffs are entitled to be reimbursed in the amount of \$28,728 in connection with a payment made to plaintiffs' subrogee Option Wireless, Ltd. as a result of an alleged pilfering of pieces of a shipment that was to be transported from Ireland to Texas. A copy of the Summons with and Complaint is attached hereto as Exhibit A.

2. This Notice of Removal is timely filed under 28 USC § 1446(b), being within thirty (30) days of receipt of the Complaint at which time it was first ascertained that this matter was removable under 28 USC § 1331.

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this is a civil action seeking damages arising out of the international transportation of cargo by air. This action is governed by the Convention for the Unification of Certain Rules for International Carriage by Air Done at Montreal on 28 May 1999, reprinted at S. Treaty Doc. No. 106-45, 1999 WL 33292734 (2000).

4. The United States District Court for the Southern District of New York embraces the place where the state court action is pending. 28 U.S.C. §§ 112(b), 1441(a).

5. Removal is effectuated in this case by American with the consent of the co-defendant, Katt Worldwide Logistics, Inc. ("Katt"). Annexed hereto as Exhibit B is a copy of an e-mail from counsel for Katt, Scott Blount, Esq., confirming that his client consented to the removal.

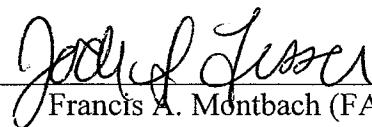
6. Written notice of the filing of this petition shall be given to plaintiffs and a true copy of this petition will be filed with the Clerk of the Supreme Court of the State of New York, County of New York, as provided by law.

7. No previous application has been made for the relief requested herein.

Dated: New York, New York  
May 5, 2008

MOUND COTTON WOLLAN  
& GREENGRASS

By



Francis A. Montbach (FAM 9631)  
Jodi S. Tesser (JST 6398)  
One Battery Plaza  
New York, New York 10004

Exhibit A

806509

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

Index No.: 104795/08  
Date Purchased: APR 03 2008

-----x  
AGF BELGIUM INSURANCE, N.V., for  
itself and other insurers as  
subrogees of OPTION WIRELESS, LTD.,

Plaintiff designates  
New York County as  
the place of trial

Plaintiffs,  
- against -

KATT WORLDWIDE LOGISTICS, INC. and  
AMERICAN AIRLINES, INC.,

The basis of venue is  
Plaintiffs' Address  
County of New York

Defendants.

-----x  
SUMMONS

NEW YORK  
COUNTY CLERK'S OFFICE

APR 03 2008

NOT COMPILED  
WITH COPY FILED

To the above-named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in  
this action and to serve a copy of your answer, or, if the  
complaint is not served with this summons, to serve notice of  
appearance, on the Plaintiff's attorneys within 20 days after  
the service of this summons, exclusive of the day of service (or  
within 30 days after the service is complete if this summons is  
not personally delivered to you within the State of New York);  
and in case of your failure to appear or answer, judgment will  
be taken against you by default for the relief demanded in the  
complaint.

Dated: Garden City, New York  
March 31, 2008

Defendants' Addresses:

Katt Worldwide Logistics, Inc.  
4105 South Mendenhall Road  
Memphis, Tennessee 38115

American Airlines, Inc.  
Dallas-Fort Worth, Texas

Tell, Cheser & Breitbart  
Attorneys for Plaintiffs

By: Kenneth R. Feit  
Kenneth R. Feit

320 Old Country Road  
Garden City, New York 11530  
(516) 535-1550

806509

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----x

AGF BELGIUM INSURANCE, N.V., for  
itself and other insurers as  
subrogees of OPTION WIRELESS, LTD.,

Index No. 104795/08

Plaintiff,

- against -

COMPLAINT

KATT WORLDWIDE LOGISTICS, INC. and  
AMERICAN AIRLINES, INC.,

Defendants.

-----x

Plaintiff AGF Belgium Insurance, N.V., by its  
attorneys, Tell, Cheser & Breitbart, as and for its complaint  
against defendants, respectfully states as follows:

1. Plaintiff AGF Belgium Insurance, N.V., in care of  
Donald Yick Associates, 322 Eight Avenue, New York, New York  
10001, is an insurer organized and existing under the laws of  
Belgium.

2. Plaintiff AGF Belgium Insurance N.V. brings this  
action for itself as subrogee of Option Wireless, Ltd. and on  
behalf of other insurers subrogated to the claim of Option  
Wireless, Ltd.

3. Upon information and belief, defendant Katt  
Worldwide Logistics, Inc. is a foreign corporation with its

principal place of business at 4105 South Mendenhall Road, Memphis, Tennessee 38115.

4. Upon information and belief, defendant Katt Worldwide Logistics, Inc. provides transportation, warehousing and logistics services worldwide and in the forty-eight contiguous States of the United States.

5. Upon information and belief, Katt Worldwide Logistics, Inc. transacts business within the State of New York and provides services within the State of New York.

6. Upon information and belief, defendant Katt Worldwide Logistics, Inc. regularly does business and solicits business in the State of New York, and derives substantial revenue from services provided in the State of New York.

7. Upon information and belief, defendant Katt Worldwide Logistics, Inc. derives substantial revenue from services in interstate and international commerce.

8. Upon information and belief, defendant American Airlines, Inc. is a foreign corporation with its principal place of business at Dallas-Fort Worth Airport, Texas, and is licensed to do business in the State of New York.

9. Upon information and belief, at all times herein mentioned, defendant Katt Worldwide Logistics, Inc. held itself out as a common carrier of freight by air, ocean and by motor truck.

10. Upon information and belief, at all times herein mentioned, defendant American Airlines, Inc. held itself out as a common carrier of freight by air.

11. On or about April 24, 2007, at Cork, Ireland, Option Wireless, Ltd. delivered a shipment to defendant Katt Worldwide Logistics, Inc. or its agent for transportation to Cingular Wireless, 13500 Independence Parkway, Fort Worth, Texas for which Katt Worldwide Logistics, Inc. issued its air waybill number HAWB 10409.

12. The aforementioned shipment consisted of 1,152 pieces of electronic parts having a total value of \$229,824, weighing 256.896 grams, and was loaded on one pallet.

13. Upon information and belief, Katt Worldwide Logistics, Inc. arranged to transport the aforementioned shipment from Dublin, Ireland to Dallas-Fort Worth Airport, Texas via American Airlines, Inc. pursuant to the latter's air waybill number 001-DUB-7728-3102.

14. Upon information and belief, on or about April 30, 2007 defendant Katt Worldwide Logistics, Inc. or its agent purported to deliver the shipment to consignee Cingular Wireless, 13500 Independence Parkway, Fort Worth, Texas.

15. However, when defendant Katt Worldwide Logistics, Inc. or its agent purported to deliver the shipment to consignee Cingular Wireless, it was not in the same good order and

condition as when first received; on the contrary, the shipment had been opened and pilfered, and 144 pieces had been removed.

16. The 144 pieces that were removed and from the shipment had a value of at least \$28,728.

17. Plaintiff AGF Belgium Insurance N.V. and the other subrogated underwriters, as insurers, paid \$28,728 to Option Wireless, Ltd. for the aforementioned loss and bring this action as subrogees.

18. Option Wireless, Ltd. and Donald Yick Associates, on behalf of AGF Belgium Insurance N.V. and the other subrogating insurers, filed timely written claims against defendants demanding \$28,728, no part of which has been paid.

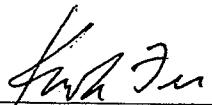
19. By reason of the foregoing, defendants Katt Worldwide Logistics, Inc. and American Airlines, Inc. are liable to plaintiff AGF Belgium Insurance N.V. and the other subrogated insurers in the amount of \$28,728.

Wherefore, plaintiff AGF Belgium Insurance N.V. demands judgment against Katt Worldwide Logistics, Inc. and American Airlines, Inc. in the amount of \$28,728 with interest from April 30, 2007 and the costs and disbursements of this action.

Dated: Garden City, New York  
March 31, 2008

Tell, Cheser & Breitbart  
Attorneys for Plaintiff

By:

  
Kenneth R. Feit

320 Old Country Road  
Garden City, New York 11530  
(516) 535-1550

806509

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----x

AGF BELGIUM INSURANCE, N.V., for  
itself and other insurers as  
subrogees of OPTION WIRELESS, LTD.,

Index No. 104795/08

Plaintiff,

- against -

KATT WORLDWIDE LOGISTICS, INC. and  
AMERICAN AIRLINES, INC.,

Defendants:

-----x

---

**SUMMONS AND COMPLAINT**

---

TELL, CHESER & BREITBART  
320 OLD COUNTRY ROAD  
GARDEN CITY, NEW YORK 11530  
(516) 535-1550

EXHIBIT B

**From:** "Scott Blount" <Scott.Blount@butlersnow.com>  
**To:** <jtesser@moundcotton.com>  
**Date:** 5/2/2008 11:31:14 AM  
**Subject:** Katt Worldwide Logistics

Jody,

Pursuant to our phone conversation, my client Katt consents to American Airline's request to removal. I look forward to working on this matter with you.

Thanks.

Scott D. Blount  
Butler, Snow, O'Mara, Stevens & Cannada, PLLC  
Direct: (901) 680-7323  
Fax: (901) 680-7201

scott.blount@butlersnow.com

6075 Poplar Avenue,  
5th Floor  
Memphis, TN 38119      P.O.Box 171443  
Memphis, TN 38187

---

CONFIDENTIALITY NOTE: This email and any attachments may be confidential and protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the e-mail or any attachment is prohibited. If you have received this email in error, please notify us immediately by replying to the sender and deleting this copy and the reply from your system. Thank you for your cooperation.

CIRCULAR 230 DISCLOSURE: Pursuant to Treasury guidelines, any federal tax advice contained in this communication, or any attachment, does not constitute a formal tax opinion. Accordingly, any federal tax advice contained in this communication, or any attachment, is not intended or written to be used, and cannot be used, by you or any other recipient for the purpose of avoiding penalties that may be asserted by the Internal Revenue Service.  
Attachments: logo\_and\_tabs\_attorney.gif

---

UNITED STATES DISTRICT COURT )

SOUTHERN DISTRICT OF NEW YORK)

**AFFIDAVIT OF SERVICE**

Lynn Cappiello, being duly sworn, deposes and says:

That deponent is not a party to this action, is over the age of 18 years and resides in Nassau County, New York.

That on May 5, 2008, deponent served the within **NOTICE OF REMOVAL** upon:

Kenneth R. Feit, Esq.  
Tell, Cheser, & Breitbart  
Attorneys for Plaintiffs  
320 Old County Road  
Garden City, New York 11530

Scott Blount, Esq.  
Butler, Snow, O'Mara, Stevens & Cannada, PLLC  
Attorneys for Katt Worldwide Logistics, Inc.  
6075 Poplar Ave., Suite 500  
Memphis, TN 38111

the addresses designated by said entities for that purpose by depositing the same enclosed in a first-class postpaid properly addressed wrapper to said entities at the above addresses in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.



Lynn Cappiello

Sworn to before me this 5<sup>th</sup>  
day of May, 2008



\_\_\_\_\_  
NOTARY PUBLIC

IRENE SIEGEL  
Notary Public State of New York  
No. 41-4872330  
Qualified in Queens County  
Commission Expires October 14, 2010

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Index No.

---

AGF BELGIUM INSURANCE, N.V., for  
itself and other insurers as  
subrogees of OPTION WIRELESS, LTD.,

Plaintiff,

- against -

KATT WORLDWIDE LOGISTICS, INC. and  
AMERICAN AIRLINES, INC.

Defendant.

---

**NOTICE OF REMOVAL**

---

MOUND COTTON WOLLAN & GREENGRASS  
*Attorneys for*

*Office and Post Office Address, Telephone*  
ONE BATTERY PARK PLAZA  
NEW YORK, NY 10004  
(212) 804-4200

---

To:

Service of a copy of the within is  
hereby admitted.

Dated: \_\_\_\_\_ 20\_\_\_\_

Attorney(s) for